

his leaving the Colony, the Honourable Mr. L. Whitehead and Mr. A. G. Wood were invited to join the Committee.

The committee, during the past year, Mr. G. D. Scott, Messrs. Adamson, Bell & Co., Russell & Co., and E. & S. Coxon resigned, and the following names were added to the list of members:—Messrs. Meyer & Co., J. D. Davis, and Messrs. W. J. Williams & Finance.—The accounts have been audited by Mr. J. Thorburn and Mr. E. W. Rutter to 31st December.

The balance at the credit of the Chamber was £2,022, exclusive of £5,390 on fixed deposits, and \$2,476 11 at credit of pineapple coconuts fund, also on fixed deposits, both amounts being in the hands of the Hongkong and Shanghai Banking Corporation.

Market report.—Since August last, the market for the produce has been published here on omitted from the circular. The returns made to the Chamber being only partial the figures had become misleading instead of affording reliable information.

SUPREME COURT.
IN SUMMARY JURISDICTION.
(Before Mr Justice Fiddling Clarke, Acting Chief Justice.)
Friday, April 8.

ROSE V. MACDERMOTT.

H. W. ROSE and R. J. MACDERMOTT for \$1000 as wages.

On last Court day, Mr. Grist, of Mr. Wilkinson, advised, that the defendant was in hospital, and was unable to see his solicitor.

Mr. Wilkinson said he appeared for the defendant, who was still unable to see him. He was instructed by the American Consul to appear for the defendant, but as he was unable to get at the facts of the case he asked that it should be adjourned.

Mr. Philippo argued, on behalf of the plaintiff, that the case should be gone on with. Judgment will be entered in this case against the plaintiff so that it was urgent that he should have his money to pay his debts.

His Lordship was not willing to keep the plaintiff waiting, but he would adjourn the case till Wednesday, when the parties more convenient arrangement to be made.

WONG A LAY AND OTHERS V. GHO, R. & BERKWOOD.

The plaintiffs claimed \$186 for materials supplied, and the defendant, captain of the *Torrington*, who had signed a bill for the amount.

Defendant did not answer and affidavit of service was put in.

Mr. Grist, the plaintiff's solicitor, went into the witness-box and proved the debt and the signing of the bill.

Mr. Gedge, at this stage, appeared for the defendant. He was instructed to consent to judgment, and he asked that the case should be adjourned till after the sale of the *Torrington*.

His Lordship did not think he could do so. Of course, this was a personal service to the defendant, not in the name of the ship. It would not be fair to delay execution of the bill, and the defendant, who would not be entitled to the proceeds of the sale and would have nothing with which to meet judgment.

Mr. Gedge undertook Messrs. Denny and Mosson consented to the course he suggested.

Mr. Hastings said he was interested in other suits against this ship, and if this went on it might give priority against them.

His Lordship said that suit so, because the defendant had been in this case so long this was a suit against the captain.

Mr. Hastings—This is the captain's property.

His Lordship—Oh, no; it is the outside owner's property. The ship is the plaintiff's. He ordered to be sold by the Court. I give judgment with costs, and cannot stay execution. If the plaintiff consent I will order stay of execution.

Mr. Philippo, for the plaintiff, cannot consent to judgment.

Judgment was accordingly given for the sum sued for.

SALES V. TAM ALAI.

In this suit the plaintiff, as when in the Supreme Court, was for \$500 as damages. Judgment was allowed that the defendant entered the plaintiff's house on 21st March that, and two witnesses were called by Mr. Wilkinson in support of the claim for damages.

Mr. Grist said the story was that he had got payment a chair for plaintiff and called for payment.

His Lordship dismissed his story as the correct one, and in dismissing the action said that the case was a fair one. The plaintiff was heard. It is worse. From beginning to end it is malicious, and one which it is certainly most incredible of the plaintiff to bring before the Court.

FONG PUI V. E. R. MELBY.

Mr. Philippo said that the plaintiff in this action sued for \$77.80 for money received by the defendant by his comrade—witness and defendant; in fact, both had absconded (laughter).

His Lordship thought there was a difficulty in this case. The application for appointment of service was headed E. R. Melby and others instead of E. R. Melby and Melby, and others instead of E. R. Melby and Melby, and Co., for himself or partner, and in order to settle jurisdiction the plaintiff must find that one of the parties was within the jurisdiction of this Court. He asked the plaintiff to prove that, the case was the plaintiff's position to prove that, the case might go on.

Mr. Philippo understood it would be impossible to do so.

His Lordship further advised that if the plaintiff could not prove that, the case was a fair one, the plaintiff was bound to obtain an affidavit which was not correct. He asked if it could be shown that the information was founded on a proper assumption, that the plaintiff would be able to convince the Court that the defendant was in the Colony and was concealing himself, but if that affidavit was made recklessly—

Mr. Philippo understood that the plaintiff went to the office of Dunn, Melby and Co., and asked them to sign an affidavit. He said that Mr. Melby had come down that he was at his house, something like that. He asked to be allowed to put the plaintiff in the box, that all doubt might be removed from the Court. His Lordship said it must be proved that one of the parties was within the jurisdiction. These affidavits were only made on insufficient grounds. If one of the defendants was not in the Colony, the plaintiff would not be able to do so.

Mr. Philippo asked to be allowed to sit on the writ.

His Lordship did not think he should do so, as the case was a fair one. The plaintiff's affidavit should have been made in present form.

The writ was ultimately amended to apply to E. R. Melby, partner of the firm, Dunn, Melby, and Co., and the plaintiff was put in the witness-box and gave evidence of having last year paid for goods only one of which had been delivered to him.

He was a piece goods dealer.

Judgment was given with costs against E. R. Melby, with immediate execution.

